

FILED

OCTOBER 4<sup>TH</sup> 2024

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
ALEXANDRIA DIVISION**

2024 OCT 25 A 11:25

AMANDA JOHNSON  
Plaintiff

v

CASE NUMBER 1:24 -cv- 00396-CHM-WEF

NAVY FEDERAL CREDIT UNION  
Defendant

*Amended*

~~AMEND~~ COMPLAINT FOR

\$2,000,000.

**NOTICE OF PLAINTIFF RESPOND TO DEFENDANT DISPOSITIVE MOTION**

The plaintiff is filing a response to defendant specious, deceiving, deceptive, and false motion to cause the Court or someone else to believe something that is not true, or to lead the Court in the wrong direction. Which included the denial of credit to the plaintiff. Plaintiffs deny and disagree.

1. The defendant has filed their dishevels court papers to dismiss. It's nothing but wallpaper to decorate a room or their building with wallpaper for a color scheme. Defendants refuse to admit to the truth. The plaintiff denies/and

disagree with defendants large-scale systematic corrupt Dispositive Motion with their scheme of wallpaper.

## 2. MEMORANDUM DISAGREE AND NOT IN SUPPORT OF DEFENDANT'S MOTION TO DISMISS.

Plaintiff denies, and additionally motion for more definite statement. Moreover, the plaintiff is qualified as indigent and was denied counsel for plaintiff's constitutional rights being violated.

This is an example of bias and racist statement by Navy Federal Credit Union counsel that plaintiff disagree with. "The plaintiff was informed whatever she pays \$4,064, 96. That amount she would receive back \$4,064,96. Counsel can't not be assuming for me stay in your lane.

Counsel unscrupulous thieves named Navy Federal Credit Union was unlawfully occupied appropriating members funds as the plaintiff three (3) times. The exact amount Navy Federal Credit Union and plaintiff agreed upon to, was reinforce to our agreement was a Navy Federal issued authorization

number. That is valid as your mother and father name on your birth certificate or your bar license to practice law in the federal court.

3. Plaintiffs disagree with defendants and their counsel. They are deceptive, deceitful, misleading, and makes unrestrained and crooked statements. Plaintiffs ultimately deny defendant sinister statements are untrue and deny them. "At the time of the payoff, Plaintiff secured loan at no time, in the past, on occasion, discuss as slightly as possible under-collateralized. Never received notification that plaintiff was slightly under-collateralized during all those years of payments on their due date.

The plaintiff is qualified as indigent and was denied counsel for plaintiff's her constitutional rights have been violated. In a land mark case known as "*Gideon v Wainwright*."

Plaintiff motion for no tampered copies of all payments history. Plaintiffs disagree with counsel magnificently.

The plaintiff is qualified as indigent and was denied counsel for plaintiff's her constitutional rights have been violated

**NAVY FEDERAL SECOND ILLUSIONARY IDEA THAT LACKING  
INGENUIENESS**

The Navy Federal decided themselves so the amount subject to the restrictive hold was slightly less than the outstanding Loan balance. The plaintiff have denied and declared this is untrue for the third deceitful abuse of appropriating plaintiff private funds. Plaintiff thoroughly and utterly disagree with these corrupt and immoral credit union and counsel.

On March 17, 2022, Navy Federal Credit Union issued and provided plaintiff a case number or authorization number #13382 to remove any misunderstanding “whatever amount plaintiff pay is that amounts what plaintiff get back.” That’s what the Navy Federal Credit Union alleged on March 17, 2022.

The plaintiff was overwhelmed with Navy Federal Credit Union false misrepresentation of being under-collateralized.

Navy Federal Credit Union Credit express orally, communicate, assert, conveyed, disclosed and reveal to plaintiff on March 17, 2022, if plaintiff pay

\$4046.96 plaintiff would receive back \$4046.96 in her account the same amount she paid on March 17, 2022, \$4046.96 not \$3,651.42.

### **SKIMPY NAVY FEDERAL CREDIT UNION GRAND THEFT**

Navy Federal Credit Union is morally and legally bound to a duty of commitment, obligation, and requirements to refunded plaintiff's back.

"Navy federal Credit Union alleged during routine reviews of Ms. Johnson's account; our system was not adjusting the hold in her saving account to the correct amount remaining on the loan due to her daily payments of less than one dollar" Navy should produce proof of daily payments of one dollar per requested. To be thoroughly clear include the exact amount of funds plaintiff was bill when the dollar amount was paid how often?

Other Tort Claims: Allowed for recovery of damages for plaintiff emotional distress when tied to a breach of duty or other wrongful acts. For instance,

cases involving fraudulent misrepresentation. Navy Federal Credit Union cause Intentional Infliction of Emotional Distress upon the plaintiff.

### **NO TITLE**

Counsel has alleged she cannot state a claim under that statute, her complaint should be dismissed with prejudice. Plaintiffs disagree. Motion for more definite statement if a pleading to which a responsive pleading is permitted is so vague or ambiguous that a party cannot be required to frame a responsive pleading, the party may move for a more definite statement before interposing a responsive pleading. The motion shall point out the defect complained of and the details desired. Disagree

### **NAVY FEDERAL INFECTED TREPIDATION ON MEMBER**

Plaintiff had a feeling of trepidation about something that happened as it did happen. Trepidation of anxiety, nausea, including theft of plaintiff property a federal tort. Notwithstanding, all the same Navy federal Credit Union “your current client” has been found guilty of race-based policies against African American plaintiff sister’s and brother’s for years. Laquita Oliver another

African American sister was denied approval for a mortgage by your license thieves in October 2023. The proportion of the plaintiff capital is still a federal tort. A federal tort should compensate plaintiff fairly for \$2,000,000. Two million dollars. Plaintiff should be compensated for the 3 suffered injury.

The plaintiff is under undue stress due to financial problems with Navy Federal Credit Union. Including, having to type a grievance and affidavit with my eyes burning feet's swelling. This is arduous and difficult having to type a respond within a few days and tiring, even taking 40MG of *FUROSEMIDE* will not remove the water from plaintiff heart and lung that going to plaintiff feet's. Due to receiving an intimidating threat or implied threat that cause a reasonable person to fear for their physical or mental health and their financial property as money and case.

The dispositive motion "alleged the court could dismiss this action on the basis of Defendant's papers if you do not file a response. The plaintiff disagree with this non-human stated abuse to protect Navy Federal Credit Union.

Furthermore, the plaintiff is qualified as indigent and was denied counsel plaintiff constitutional rights have been violated.

### STANDARD

Defendant alleged to survive Rule 12(b)(6) Motion to Dismiss, must plead sufficient fact “to state a claim to relief that is plausible on its face.”

Plaintiffs disagree. Motion for more definite statement if a pleading to which a responsive pleading is permitted is so vague or ambiguous that a party cannot be required to frame a responsive pleading, the party may move for a more definite statement before interposing a responsive pleading. The motion shall point out the defect complained of and the details desired. Disagree motion for definite statement.

Furthermore, the plaintiff is qualified as indigent and was denied counsel plaintiff constitutional rights have been violated.

### **ARGUMENT**



Counsel refuses to stay in his lonely night lane alleged plaintiff's single claim under the ECOA fails for two clear reasons: Plaintiff disagree.

**Plaintiff Is Not an "Applicant" Covered by the ECOA**

Plaintiff most *definitely is covered* by ECOA without doubt, was denied by Navy Federal Credit Union on May 2020. Navy Federal just said you are not approved, maliciously did not utter or articulate you have appeal right. They manifested indifference, lack of care or concern when the application was completed. Did Not issue any follow-up notification of your appeal rights. Plaintiffs disagree with counsel.

**NAVY FEDERAL RESPOND TO THE FEDERAL GOVERNMENT CONSUMER  
FINANCIAL PROTECTION BUREAU**

During routine review of Ms. Johnson's account, it was identified that our system was not adjusting the hold in her savings account to the correct amount remaining on the lone due to her daily payments of less than one dollar.

A. was the member bill less than one dollar?

- B. how often did you bill frequently, reputedly or habitually?
- C. when you do the bill, when do you suggest members consult with the credit union prior to making a payment?
- D. does the Navy Federal consider payments to be a breach of contract?
- E. was the plaintiff informed prior to making the payment to cease due to adjusting the hold? When, if no why not? what method did you used? provide verification to all questions
- F. why did the Navy Federal fail to contact the member to stop making daily payment because it was making your system unbalanced?

**constituting discrimination**

A few days later someone from Navy Federal Credit Union called plaintiff with an undisciplined, and rowdy called. With reference to the redlining denied of May 2020 credit application that plaintiff was seeking to use by the existing credit plan for an amount exceeding a previously established credit limit.

Moreover, the plaintiff is qualified as indigent and was denied counsel plaintiff constitutional rights have been violated.

### **STANDARD**

To survive a Rule 12(b)(6) Motion go Dismiss, must plead sufficient facts “to state a claim to relief that is plausible on its face.”

Motion for more definite statement if a pleading to which a responsive pleading is permitted is so vague or ambiguous that a party cannot be required to frame a responsive pleading, the party may move for a more definite statement before interposing a responsive pleading. The motion shall point out the defect complained of and the details desired. Disagree.

**COUNSEL HAS NO SOCIAL ETIQUETTE BEHAVIOR WITH AFRICAN  
AMERICAN FOR HIM TO ALLEGED PLAINTIFF HAS NOT ADEQUATELY  
ALLEGED DISCRIMINATION ON THE BASIS OF RACE.**

The plaintiff is bound to adequately supply your needs of discrimination comely referred to as white privilege as you are. With white skin is the societal privilege that benefits white people historical over-nonwhite people in societies. As the Justice system have our beauty African American men locked up by incarceration for using drugs.

At the same time white privilege are issued government licenser to sale and grow drugs. To produce drugs as a profitable business company. This is a discrimination for African American but not for white privilege to publicly have a well-equipped building. With all the necessary supplies for their particular purpose. White are licensed to grow and sale their drug. African American cannot sale or grow it referred to as "Mass Incarceration" if they sale their supplies. This is recognized and acknowledge abuse and prejudicial treatment of people based on their membership in a protected class.

Navy Federal is attempting to place plaintiff under their mass discrimination because of their incompetence. The Navy Federal wrote, signed, alleged and claim their lack of intelligence June 10, 2022. "Navy Federal Credit asserted

during their review of Ms. Johnson account; it was identified that our system was not adjusting the hold in her saving account to the correct amount” The plaintiff vehemently disagreed and oppose counsel plan due his client incompetent. Of not having necessary skills to do the routine review successfully. Navy Federal Credit employed inept individual that had no skill and clumsy.

### **FRAUD**

Navy Federal Credit Union has committed criminal crimes against plaintiff a crime that involves using deception to gain something of value such as money. As well as other African American Laquita Oliver and Cherelle Jacob. Navy Federal Credit Union has exacerbated plaintiff Panic attack, grappled with Anxiety in a close fight and struggle not to go walking after midnight.

Has made plaintiff feel worse. The Navy Federal Credit Union employees cause crime, stealing money by holding position of trust over money is considered misappropriation of funds, a crime. NAVY FEDERAL CREDIT UNION Fraud encompasses a wide range of deceptive practices

Aimed at obtaining money or access to financial and services through false presences, misrepresentation or deceit. Common types of fraud include

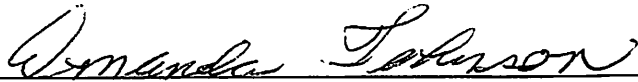
identify theft, credit card fraud, investment scams, insurance fraud, and white-collar crime.

Fraudulent activities can have financial consequences for an individual and Navy Federal Credit Union internal theft cause when someone inside an organization steals from the credit union. This includes employees, owners, suppliers, providers, and others with access to private information. Someone at Navy Federal Credit Union committed "Larceny" stealing cash after it's been recorded in the books. Skimming or Fraudulent disbursement. Navy Federal Credit Union has committed internal theft refers to plaintiff the act of employees stealing plaintiff property within their organization. Navy Federal Credit Union owes plaintiff \$2,000,000.

Plaintiff has had sudden episode of intense fear and anxiety attack that has exacerbated my illness.

As well Navy Federal employees and attorneys are making something worse, more serious, for example they have aggravated and made worsen plaintiff illness, plaintiff problem, plaintiff funds.

This is abuse by counsel to ask the court to dismiss plaintiff case. Plaintiff has been undesirably great degree aggravated.

A handwritten signature in cursive script, reading "Amanda Johnson", is written over a horizontal line.

**AMANDA JOHNSON**  
**208 PECAN DR.**  
**BREWTON, ALABAMA 36426**  
**Escambia59@gmail.com**  
**251 -321 8368**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF VIRGINIA  
\_\_\_\_\_  
DIVISION

Amanda Johnson  
Plaintiff(s),

v.

Civil Action Number: 1:24cv396

Navy Federal Credit Union  
Defendant(s),

LOCAL RULE 83.1 (N) CERTIFICATION

I declare under penalty of perjury that:

No attorney has prepared or assisted in the preparation of Amended Complaint and Affidavits  
(Title of Document)

Amanda Johnson  
Name of Pro Se Party (Print or Type)

Amanda Johnson  
Signature of Pro Se Party

Executed on: 10-25-24 (Date)

OR

The following attorney(s) prepared or assisted me in preparation of \_\_\_\_\_  
(Title of Document)

\_\_\_\_\_  
(Name of Attorney)

\_\_\_\_\_  
(Address of Attorney)

\_\_\_\_\_  
(Telephone Number of Attorney)  
Prepared, or assisted in the preparation of, this document.

\_\_\_\_\_  
(Name of Pro Se Party (Print or Type)

\_\_\_\_\_  
Signature of Pro Se Party

Executed on: \_\_\_\_\_ (Date)